

State of Washington Department of Personnel
RFP No. HRISD-04-01



STATE OF WASHINGTON
Department of Personnel
Human Resource Information Systems Division
4224 6th Avenue SE
Lacey, Washington 98504

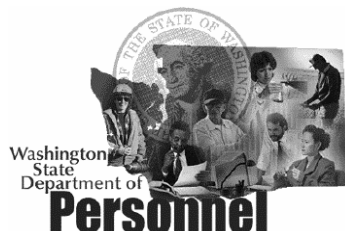
RFP No. HRISD-04-01

Title: Consulting Services for Performing Independent Verification and Validation Reviews of Human Resource Management System (HRMS) Software Package Implementation Deliverables

Proposal Due Date:

Responses to this RFP are due in electronic format on or before October 22, 2004 by 3:00 PM (PST)

Tammy Dobson
RFP Coordinator
Email: tammyd@dop.wa.gov



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1. SECTION ONE – INTRODUCTION

1.1. Background

The Personnel System Reform Act of 2002, passed in the 2002 Legislative session, will result in the most sweeping changes to the state's civil service system since it was created more than forty years ago. In addition to expanding the scope of collective bargaining, civil service reform also provides the opportunity to create a totally new, vastly improved, human resource (HR) system for state government. This includes new rules and processes for hiring, classification and compensation, performance management, training, corrective/disciplinary action, reduction-in-force, and more.

The Department of Personnel is in the process of designing and implementing a new Human Resource Management System (HRMS) to support the Personnel System Reform Act of 2002. The new civil service system will apply in total for those employees who are not covered by a collective bargaining agreement and in part for those who are covered by collective bargaining.

1.2. Purpose

The Washington State Department of Personnel (DOP) is seeking a company to perform independent verification and validation reviews of the HRMS implementation deliverables.

SECTION TWO – DESIRABLE QUALIFICATIONS AND EXPERIENCE

2.1 Desirable Qualifications and Experience

Subsections 2.1.1 through 2.1.7 outline the desirable qualifications for this RFP. To receive a score in this section, firms responding to this RFP must demonstrate senior level quality assurance skills and experience during the past seven (7) years including a single engagement (contract) that covered a minimum of six (6) months and \$50,000 in compensation.

- 2.1.1 Experience providing independent, Quality Assurance or independent validation and verification to a major information technology project, in the government sector, for a statewide implementation of a package software solution.
- 2.1.2 Experience providing Quality Assurance or independent validation and verification for an ERP, EAS, or financial software package system integration of HR, Payroll or Financial functions, supporting an end-user community of 1000 or greater.
- 2.1.3 Experience providing independent Quality Assurance or independent validation and verification, in the government sector, for system integration implementing the SAP HRMS software package.

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- 2.1.4 Experience providing independent Quality Assurance or independent validation and verification for a large information technology project, in the government sector, involving implementation services by a major implementation consulting company (Accenture, Deloitte & Touche, IBM, etc.).
- 2.1.5 Experience providing independent Quality Assurance or independent validation and verification, in the government sector, to a major information technology project that included bridging disparate computing environments or systems (external agency interfaces, legacy systems, etc.).
- 2.1.6 Experience providing independent Quality Assurance or independent validation and verification for a major information technology project encompassing implementation of quality assurance measures for all aspects of project execution, to include:
- Working with all levels of technical, business, and management staff.
 - Successfully demonstrating the ability to get work done across organizational lines.
 - Successfully demonstrating the ability to extrapolate and report on key project information taken from detailed project data and information, and from other pertinent informational resources.
 - Demonstrated knowledge of best practices for HRMS software implementations.
- 2.1.7 Experience providing independent Quality Assurance or independent validation and verification for a major information technology project at a State of Washington agency.

2.2 Consultant Eligibility

This procurement is open to all companies that: 1) meet at a minimum, the mandatory qualifications outlined in subsections 2.1.1 through 2.1.4; and 2) are available to work in Olympia, Washington.

2.3 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 5, 2004, through June 30, 2005. Amendments extending the period of performance, if any, shall be at the sole discretion of DOP.

2.4 Work Location

DOP anticipates the majority of the services described in this RFP will be conducted in Olympia, Washington.

3. SECTION THREE – GENERAL INFORMATION

3.1 Proposal Due Date

Responses to this RFP are due on or before October 22, 2004 by 3:00 PM, Pacific Standard Time. All responses must be sent electronically to the RFP coordinator.

Late proposals will not be accepted, nor will time extensions be granted.

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Please include the RFP number HRISD-04-01 in the proposal.

All proposals and accompanying documentation become the property of DOP and will not be returned.

3.2 RFP Coordinator

The RFP Coordinator is the sole point of contact for this selection action. Throughout the duration of the procurement process, all questions and other communications concerning the procurement are to be directed, in writing (electronic allowed) to the individual below:

Tammy Dobson
Human Resource Information Systems Division
Washington State Department of Personnel
PO Box 47580
4224 6th Avenue SE
Lacey, Washington 98504
Voice: 360.664.6357
Fax: 360.438.7530
Email: tammyd@dop.wa.gov

3.3 Signatures

The Letter of Submittal and the Certifications and Assurances (See Attachment A) form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Failure to assign the Certificate of Assurance form will result in a respondent's proposal to be deemed non-responsive.

3.4 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

3.5 Submission Limit

After submission, Respondents will not be allowed to amend the proposal. Responses consisting solely of marketing materials are not acceptable and will be rejected.

3.6 Amendments to this RFP

DOP reserves the right to revise the RFP and/or to issue addenda to the RFP. DOP also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP.

3.7 Most Favorable Terms

DOP reserves the right to make an award without further discussion of the proposal submitted. [NOTE: An exception is that the RFP Coordinator may contact the Respondent for clarification of a portion of the Respondent's proposal.] There will be no best and final offer process. Therefore, the proposal should be submitted initially on the most favorable terms the Respondent can propose.

3.8 Cost to Propose

DOP will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.9 Insurance Coverage

Each Respondent must indicate in the letter of submittal and as a condition of contract award, that the Respondent will provide proof of insurance from the Respondent's insurance carrier, outlining the extent of Respondent's liability coverage.

The Company awarded the contract shall, at the Company's own expense, obtain and keep in force liability insurance and shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to DOP within fifteen (15) days of receipt of notice of award.

The Company shall at all times during the term of the contract carry and maintain liability insurance with the following minimum limits:

- 1) Commercial General Liability Insurance: Covering bodily injury, property damage and contractual liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
- 2) Business Auto Policy: As applicable, the Company shall carry and maintain automobile liability insurance with limits of \$1,000,000 per accident.

3.10 Supplemental Information

Each Respondent may present any supplemental information that the Respondent deems appropriate. The Respondent may also provide supporting documentation, as necessary, for evaluators to determine relevance and value.

4. SECTION FOUR – CONTRACT INFORMATION

4.1 Contract Type

This is a fixed price personal services contract for performing QA reviews of Human Resource Management System (HRMS) software package implementation deliverables and can be on the basis of an hourly rate or other fee structure as proposed by the respondent.

4.2 Contract Approval

This RFP does not, by itself, obligate DOP. Contractual obligation will begin when the Chief Information Officer of the Department of Personnel approves the contract. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

4.3 Standard Contract Provisions

Upon award and announcement, the selected vendor will be required to sign and submit the State's Personal Service Contract. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Personnel. If a selected vendor objects to any of the provisions in the State's Personal Service Contract, the respondent must set out the objections in the submitted proposal.

4.4 Filing Requirements

Under the provisions of Chapter 39.29 RCW, this personal services contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective, and no work thereunder shall be commenced, nor payment made therefor, until ten (10) working days following the date of filing and/or until approved by OFM. In the event OFM does not approve the contract, the contract shall be null and void.

4.5 Additional Terms and Conditions

DOP reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP.

4.6 Substitution of Contract Staff

Substitution for project team members named in the proposal must be approved in advance and in writing by the contract administrator. Contract staff changes that are not approved by the state may be grounds for the state to terminate the contract.

4.7 Contract Changes – Unanticipated Amendments

During the execution of this contract, the contracted company may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the contract administrator will provide the contracted company with a written description of the additional work. Upon receipt of this additional work statement, the contracted company will submit documentation outlining the time schedule for accomplishing the additional work and any cost associated with performing the additional work.

The contractor will not commence additional work until the contract administrator has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the Chief Information Officer of the Department of Personnel or other Director's designee.

4.8 Obligation to Contract

This RFP does not obligate the State of Washington or DOP to contract for service(s) specified herein.

4.9 Commitment of Funds

The Director of DOP or the Director's designee are the only individuals who may legally commit DOP to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

4.10 Contract Payment

The state will make payments based on a negotiated payment schedule. The contract administrator will approve each payment only after the deliverable has been completed and approved by the Director of DOP or the Director's designee, and the DOP project manager.

4.11 Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. DOP may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish the intent of the contract, the project manager may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.12 Termination for Default

If the state project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

4.13 Ownership of Documents

All designs, drawings, specifications, notes, and other work developed in the performance of this contract are the sole property of the State of Washington and may be used by the state for any purpose without additional compensation to the contractor. The contractor agrees not to assert any rights or to establish any claim under the design patent or copyright laws. The contractor, for a period of three (3) years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the project manager. Unless otherwise directed by the project manager, the contractor may retain copies of all the materials.

5. SECTION FIVE – SCOPE OF WORK AND DELIVERABLES

5.1 Scope of Work

The scope of work to be provided by the Company obtained through this RFP includes the following items:

- Reviewing specific Deliverables against State of Washington specifications, including requirements specified in the Best and Final Offer from the State's implementation vendor, State law, administrative policy, and Federal law.¹
- Resolving requirements issues arising from the change request process on whether proposed change requests are truly out of scope per the specifications of the system.
- Reviewing specific Deliverables against IT best practices.
- Results will be reported directly to the State's project director and project manager. The State's project director and project manager will be responsible for sharing findings with their prime contractor, external stakeholders (ISB, Sterling, etc.) and other staff supporting the project

5.2 Deliverables

The contractor will verify and validate that each Project deliverable below meets the documented business and technical requirements for clarity, thoroughness, and completeness. The contractor will provide a written evaluation with recommendations for each area:

- Interface Functional Designs
- Interface Technical Designs
- Interface Code and Unit Test
- Reports Functional Designs
- Reports Code and Unit Test
- System Test Model
- Parallel Test Plan
- Change Request Process

¹ The purpose of these reviews is to support the State in its review of deliverables. We do not expect the vendor to have to certify their results. We are also not looking for consulting services, simply limited to finding gaps between deliverables and specifications and best practices.

6. SECTION SIX – PROPOSAL FORMAT AND CONTENT

All proposals must be submitted electronically and separated into the major sections of the proposal. The sections shall include:

1. Letter of Submittal, including signed Certification and Assurance (Attachment A of this RFP)
2. Executive Summary
3. Management Proposal (Attachment B of this RFP)
4. Cost Proposal
5. Company Qualifications and Experience (including Attachment C of this RFP)
6. Any Supplemental information the Respondent wishes to include relevant to this RFP.

The remainder of this section explains the proposal format in detail. All responses must follow the outline in this RFP.

6.1 Executive Summary (Mandatory, but not scored)

Provide a high level summary of your proposal, highlighting the strengths, experiences, and background of your company. The executive summary section should not exceed three pages in length.

6.2 Management Proposal (Mandatory, but not scored)

Provide all information requested in the exact manner specified below.

Identification Information.

- State the business name, address, principal place of business, telephone number, and fax number of the legal entity or individual with which the contract would be written. Indicate the location of the facility from which you will operate if awarded the contract for this RFP.
- Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- Specify the legal status of the Company (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Give a brief history of your Company's involvement in the consulting business, including the year of organization, current ownership and affiliations. Are ownership changes planned or anticipated at this time?
- Explain any potential for conflict your Company would have in servicing the Department of Personnel. Conflict may include consulting relationships, etc. What procedure is in place that would mitigate or eliminate potential conflicts of interest?
- Provide your Company's federal employer identification number.

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- Provide your Washington State Department of Revenue Registration number (UBI number) if applicable.
- If you are a minority and/or women business enterprise (MWBE), please provide your MWBE certification number. Unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of proposals, and no minimum level of MWBE participation shall be required as a condition of award.
- Resumes and References.

Note: It is preferred that resumes and references provided are for work performed in the last ten (10) years.

- List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and experience. Identify and explain the role of back-up personnel.
- The Respondent shall provide a minimum of three references (government organizations preferred) that demonstrate the Respondent's ability to accomplish work similar in purpose, size and scope.
- The references should have knowledge of the key project team members proposed for this project. Reference information should include:
 - Name and Title
 - Organization Address/Telephone/Email
 - Service Period
 - Government Organization (Y/N)

References template can be found in Attachment B

6.3 Cost Proposal (mandatory, scored)

Please outline a fixed cost proposal based on your company's proposed work plan(s), the services described in subsection 5.1 *Scope of Work*, and the deliverables defined in subsection 5.2 *Deliverables*. Please include all proposed staff by name, rate, and their anticipated usage/role during contract performance. Any staffing/rates changes must be authorized by DOP prior to any work being performed.

6.4 Company Qualifications and Experience (mandatory, scored)

Provide a description of at least two (2) projects as examples of your company's qualifications and experience as listed in Section 2. Desirable Qualifications and Experience. A completed Qualifications and Experience Matrix, provided in Attachment C, must be completed for each project referenced to be fully responsive to this section.

7. SECTION SEVEN – EVALUATION CRITERIA

7.1 Evaluation Team

The evaluation of proposals shall be accomplished by an evaluation team, to be designated by DOP, which will determine the proposal most responsive to the

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requirements stated in this RFP. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda that are issued.

7.2 Responsiveness

Any proposal that does not adhere to the RFP format as specified may be considered non-responsive and not subject to further evaluation.

7.3 Award Based on Multiple Factors

The evaluation process is designed to award the contract to the Respondent whose proposal best meets the requirements of this RFP. The final selection, if any, will be based on the evaluation committee's recommendation after analysis of the management and cost elements of the proposal and finalists' interviews/oral presentations, if required.

7.4 Evaluation Weighting Criteria

The following weighting will be used to score the proposals and select the finalists for interview, if appropriate:

Company Experience and Qualifications	70%
Cost Proposal	30 %

DOP, at its sole discretion, may elect to select the top two or more Respondents for an oral presentation and final determination of contract award. Commitments made by the Respondent at the oral interview, if any, will be considered binding. If interviews are conducted, the final selection will be based on the combined proposal and oral interview. Respondents with whom interviews are conducted will be asked to elaborate on the elements of their proposal.

7.5 Notification to Unsuccessful Respondents

Companies whose proposals have not been selected will be notified via FAX at the FAX number provided in their proposal.

7.6 General Terms and Conditions

The apparently successful Respondent will be expected to enter into a contract with DOP which is substantially the same as the contract attached as Attachment D, including DOP's General Terms and Conditions.

While the Respondent is free to propose changes to the Contract Terms and Conditions (Attachment D), the Respondent is not to submit the Respondent's own standard contract terms and conditions as a replacement for those included in Attachment D. The Respondent will be expected to enter into a contract with DOP that is substantially the same as the agreement included with this RFP as Attachment D. A Respondent's request for substantial modification of the contract contained in Attachment D will be viewed as a non-responsive proposal resulting in disqualification of the Respondent. Determination of what constitutes substantial modification rests solely with DOP.

7.7 Debriefing of Unsuccessful Respondents

Unsuccessful Respondents will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Respondent letter is

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faxed to the Respondent. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Respondent's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

7.8 Protest Procedure

This procedure is available to Respondents who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Respondent is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator.

Respondents protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Respondents under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or DOP policy.

Upon receipt of a vendor's protest, DOP will hold a protest review. All available facts will be considered and the DOP Director or his delegate will issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event protest may affect the interest of another Respondent that submitted a proposal, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DOP's action or
- Find only technical or harmless errors in DOP's acquisition process and determine DOP to be in substantially compliance and reject the protest; or

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- Find merit in the protest and provide DOP options which may include:
 - ✓ Correct the errors and re-evaluate all proposals, and/or
 - ✓ Reissue the solicitation document and begin a new process, or
 - ✓ Make other findings and determine other courses of action as appropriate.

If DOP determines that the protest is without merit, DOP will enter into a contract with the apparently successful respondent. If the protest is determine to have merit, one of the alternative noted in the proceeding paragraph will be taken

7.9 Proprietary Information/Public

If an official request is made to view a Respondent's proposal, DOP will respond in accordance with RCW 42.17.250 et seq. If any of the specifically requested information is marked as "confidential" in the proposal, such information will not be made available until three (3) business days after the affected Respondent has been given telephone notice that the information has been requested. If within those three (3) business days the affected Respondent has undertaken proceedings to obtain a court order restraining DOP from disclosure of the requested "confidential" information, DOP will not disclose such information until resolution of the court proceeding. Upon failure to make application for judicial relief within the allowed period, the information will be disclosed.

NOTE: The proposal of the successful Respondent(s) will be attached to the resulting contract and incorporated therein by that attachment. Therefore, as part of a public state agency contract, the entirety of the successful Respondent(s)' proposal will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should a successful Respondent obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its proposal prior to the execution of the contract incorporating the same, DOP will comply with the court order. The burden is upon a successful Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly. Timeliness will be of the essence; a delay in execution of the contract to accommodate a petition to the courts will not be allowed.

8. SECTION EIGHT - DOP RIGHTS

8.1 Proposal Rejections

The DOP evaluation team will solely make determination of clarity and completeness in the responses to any of the provisions in this RFP. DOP reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

DOP reserves the right to reject any or all proposals at any time prior to the execution of a contract acceptable to DOP, without any penalty to DOP.

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8.2 Contract Award

DOP intends to award the contract to the Respondent(s) with the best combination of attributes based on the evaluation criteria listed in Section 6. Section Six - Proposal Format and Content within this RFP.

Should DOP fail to enter into a contract with the apparently successful Respondent(s), DOP reserves the right to award a contract to the next most qualified Respondent(s). DOP also reserves the right to contract with more than one Respondent.

8.3 Award Not Based on Cost Alone

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

8.4 Publicity

The apparently successful Respondent(s) without obtaining prior written approval from DOP may release no informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project.

8.5 Waivers

DOP reserves the right to waive specific terms and conditions contained in this RFP. Respondents shall understand that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Respondent has obtained such a waiver, in writing, from the RFP coordinator prior to submission of the proposal. Any waiver, if granted, will be granted to all Respondents.

8.6 Records Retention

After the date of the announcement of the apparently successful Respondent(s), DOP will retain one master copy of each proposal received for a period of six years. However, due to limited storage capacity and workspace efficiencies, those copies may be moved from DOP headquarters to the Washington State Records Center in Tumwater, Washington, at the end of six months from the date of announcement of the apparently successful Respondent(s). Thereafter, accommodation of any request made pursuant to Chapter 42.17 RCW to examine and/or photocopy proposals submitted in response to this RFP will be necessarily delayed in order to retrieve the requested records. However, DOP will retain, at its headquarters, copies of the proposal(s) from the apparently successful Respondent(s) for a period of six years from the execution date of contracts resulting from this procurement.

ATTACHMENT A – CERTIFICATION AND ASSURANCE

DEPARTMENT OF PERSONNEL

REQUEST FOR PROPOSAL HRISD-04-01 TO QA SERVICES FOR PERFORMING QA REVIEWS OF HUMAN RESOURCE MANAGEMENT SYSTEM (HRMS) SOFTWARE PACKAGE IMPLEMENTATION DELIVERABLES

We make the following certifications and assurances as a required element of the Response to which it is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the REQUEST FOR PROPOSAL (RFP) are conditions precedent to the award or continuation of the related contract.

The prices and/or cost and/or service charges data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.

The attached Response is a firm offer for a period of 90 days following the Response Due Date specified in the RFP, and it may be accepted by the Washington State DOP without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of protest, our Response will remain valid for 90 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the State's RFP, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the RFP document.

DEPARTMENT OF PERSONNEL
REQUEST FOR PROPOSAL HRISD-04-01 TO QA SERVICES FOR
PERFORMING QA REVIEWS OF HUMAN RESOURCE MANAGEMENT
SYSTEM (HRMS) SOFTWARE PACKAGE IMPLEMENTATION
DELIVERABLES

We understand that any contract awarded as a result of this Response will incorporate all the RFP requirements. Submission of a response and execution of this Certifications and Assurances document certify Vendor's willingness to comply with the contract terms and conditions appearing in Attachment D of the RFP, if selected as a contractor. It is further understood that a Vendor submitted contract will not be considered as a replacement for the terms and conditions appearing in Attachment D of the State's RFP.

_____ Signature	_____ Vendor
_____ Title	_____ Date

**State of Washington Department of Personnel
RFP No. HRISD-04-01**

ATTACHMENT B – References

Respondent's Company Name: _____

Primary Contact: _____

Mailing address: _____

City: _____

State: _____ Zip Code: _____

Phone No.: _____

e-mail address: _____

List of References

Name and Title of Reference Client	Organization	Phone Number, Address, Email	Service Period	Government Agency (Yes/No)

NOTE: For evaluation purposes, please limit the number of references to no more the 10

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Attachment C – Qualifications and Experience Matrix

Respondent's Company Name: _____ Primary Contact: _____

Mailing address: _____ City: _____ State: _____ Zip Code: _____

Phone No.: _____ e-mail address: _____

NOTE: One Matrix is required per project.
Attach a two-page project description. Refer to Sub-Section 2.1 for further details.

Desirable Requirement	2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7	Proposal Section for Further Project Information	

**ATTACHMENT D – SAMPLE CONTRACT WITH GENERAL TERMS
AND CONDITIONS**

S A M P L E

CONTRACT NO. _____

**CONTRACT FOR PERSONAL SERVICES
For Consulting Services
BETWEEN
STATE OF WASHINGTON**

AND

This Contract is made and entered into by and between the State of Washington, Department of Personnel, hereinafter referred to as the "DOP", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name:	
Address:	
City, State & Zip Code:	
e-mail Address:	
Washington State UBI No.:	
Federal ID No.:	

PURPOSE

The purpose of this contract is to acquire QA services for Performing QA reviews of human resource management system (HRMS) software package implementation deliverables.

NATURE OF RELATIONSHIP

During the term of this contract, CONTRACTOR may be consulted, on various occasions and under varying circumstances, by the Director of DOP, Deputy Director of DOP, the DOP Assistant Director of the Human Resources Information Systems Division (HRISD), and the HRMS Implementation Project Manager for education or technical information purposes consistent with the functions and assignments described in the *Scope of Services* section set forth below. Notwithstanding the provisions of the *Scope of Work* section (page 2), work pursuant to this agreement may be assigned by the Director of DOP, Deputy Director of DOP, the DOP Assistant Director of the Human Resources Information Systems Division (HRISD), and the HRMS Implementation Project Manager to perform various functions and assignments within the scope of services.

Prior to the commencement of any assignments or fulfillment of any requests beyond the scope of services defined by this agreement, the rendering of which could cause an increase in the fees set forth

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herein, CONTRACTOR shall notify the appropriate Contract Manager designated in the *Contract Management* section (page 4).

SCOPE OF WORK

- A. The CONTRACTOR will provide service(s) and staff as set forth in the text of this contract instrument and the DOP's Request for Proposals, attached as Attachment B.
- B. Attachment A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the DOP and the CONTRACTOR, and specific obligations of both parties.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables), in accordance with the schedule provided:

All written reports required under this contract must be delivered to the Project Manager.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from October 22, 2005 or date of execution, whichever is later, through May 30, 2005.

DOP reserves the option to extend the term of this contract. In the event that DOP elects to exercise its extension option, it shall notify CONTRACTOR of its decision to extend the term of the contract by giving written notice to CONTRACTOR at least thirty (30) days in advance of the then current expiration date. Any renewal of this contract shall be upon the terms and conditions as provided herein.

OFM FILING REQUIREMENT

Effective Date of Filing

For competitive contracts or amendments that are not subject to the ten working day filing period, the contract start date is the working day that the contract is filed, date of execution, or any day thereafter.

COMPENSATION AND PAYMENT

DOP shall pay an amount not to exceed _____ (\$_____) for the performance of all things necessary for or incidental to the performance of work as set forth in the *Scope of Work*. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

FEES: DOP shall make payments to CONTRACTOR for products produced under this contract as defined in Exhibit A. Payment shall be made no later than thirty days after acceptance of the specific product and receipt of a properly submitted and correct invoice. Acceptance of products will be the sole responsibility of the Contract Manager. If payment(s) will be delayed due to nonperformance, written notification to the CONTRACTOR will be provided within 10 days from the receipt date of product(s).

No more than two invoices per month will be allowed. Each invoice must include company name, address and telephone number, invoice number, federal identification number, contract number, description of specific product(s) produced, the associated payment amount(s), and an invoice total.

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Invoices shall be directed to: ATTN: Contract Manager, Washington State Department of Personnel
P.O. Box 47580, Olympia, Washington 98504-7580.

Payment shall be made on completion of services as specified in Attachment A.

Pending successful completion of all deliverables and all phases, total payment for services under this contract shall not exceed _____.

BILLING PROCEDURES

DOP will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the DOP's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DOP within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The DOP may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the DOP.

The DOP shall withhold 10 percent from each payment until acceptance by the DOP of the final report (or completion of the project, etc.).

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RFP No. HRISD-04-01**

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for DOP is:
Contractor Name:	DOP
Address:	Address:
City, State, Zip Code	City, State, Zip Code:
Phone: () Fax: ()	Phone: () Fax: ()
e-mail Address:	e-mail Address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. HRISD-04-01). The intent of the required insurance is to protect the State of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy - provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or not owned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DOP 30 days' advance notice of any insurance cancellation.

CONTRACTOR shall submit to DOP within 15 days of the contract effective date, a certificate of insurance, which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

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ASSURANCES

DOP and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions
- Attachment B – Request for Proposals No. HRISD-04-01
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of ___ pages and ___ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

Department of Personnel

Signature

Signature

Title

Date

Title

Date

**State of Washington Department of Personnel
RFP No. HRISD-04-01**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "DOP" shall mean the Department of Personnel, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Director, Department of Personnel (DOP), and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that company, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
- E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to DOP, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to DOP for inspection or to amend the personal information. Contractor shall, as directed by DOP, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the DOP.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the DOP.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the DOP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the DOP, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the DOP may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the DOP shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the DOP provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the DOP. The DOP shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the DOP effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the DOP a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the DOP.

The Contractor shall exert all reasonable effort to advise the DOP, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract.

The DOP shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The DOP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The DOP shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State of Washington, agencies of State of Washington and all officials, agents and employees of State of Washington, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State of Washington for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the DOP. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the DOP or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOP may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The DOP may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the DOP under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DOP. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to: "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DOP or as otherwise required by law.

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Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the department for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY

The Contractor agrees to submit to the DOP all advertising and publicity matters relating to this Contract wherein the DOP's name is mentioned or language used from which the connection of the DOP's name may, in the DOP's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the DOP.

RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the DOP, personnel duly authorized by the DOP, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the DOP, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for DOP to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to DOP and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of DOP or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by DOP and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and DOP mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

DOP reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by DOP. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

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The Contractor shall notify DOP in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless DOP for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the DOP may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiations at the DOP's discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on DOP premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DOP. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the DOP for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DOP or as provided by law.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE

In the event the DOP determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the DOP has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the DOP shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The DOP reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the DOP to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default; or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the DOP provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

OPPORTUNITY TO CURE DEFAULT

DOP shall not invoke the provisions of the paragraph immediately proceeding, unless the Contractor is afforded the opportunity to cure the default within a period of prescribed by DOP, in its sole discretion, and until the expiration of the cure period so established. The duration of the cure period will be determined by DOP by reasonably weighing several factors relevant to the default which will include, but not be limited to: how critical performance failure rectification is to DOP operations; lead-time afforded to the Contractor to complete the performance or assignment in the first instance; repetition, if any, of the particular performance default; accumulation in number, if any, of other performance defaults which the Contractor has timely cured; and, attribution of the default to willful disregard or carelessness on the part of the Contractor.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the DOP may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the DOP shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the DOP, in addition to any other rights provided in this contract, may require the Contractor to deliver to the DOP any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DOP shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the DOP, and the amount agreed upon by the Contractor and the DOP for (i)

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completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the DOP, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the DOP. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The DOP may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the DOP against potential loss or liability.

The rights and remedies of the DOP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the DOP, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the DOP has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the DOP and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the DOP;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the DOP has or may acquire an interest.

TREATMENT OF ASSETS

Title to all property furnished by the DOP shall remain in the DOP. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the DOP upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the DOP upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the DOP in whole or in part, whichever first occurs.

- A. Any property of the DOP furnished to the Contractor shall, unless otherwise provided herein or approved by the DOP, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of the DOP, which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any DOP property is lost, destroyed or damaged, the Contractor shall immediately notify the DOP and shall take all reasonable steps to protect the property from further damage.

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- D. The Contractor shall surrender to the DOP all property of the DOP prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the DOP.